



File reference «EDUMIS__number» /03

[Date]

«First_Name» «Surname»
«Job_title»
«Organisation__name»
«Address_1»
«Address_2»
«Address_3»
«ADDRESS_4» «Post_code»

Dear «First_Name»

Confirmation of 2016 Gateway funding

1. I am pleased to confirm the Tertiary Education Commission Te Amorangi Mātauranga Matua's (**TEC**) decision to approve your 2016 Gateway Funding.
2. This letter encloses:
 - (a) a Funding Confirmation Guide which explains how the Funding Confirmation is structured; and
 - (b) your Funding Confirmation for the 2016 year which sets out:
 - the period for which the TEC has approved your organisation's funding;
 - the amount of funding approved for your organisation;
 - the conditions attached to your organisation's funding; and
 - other provisions relevant to your organisation's receipt of funding; and
 - (c) a request form to change your 2016 allocation form at Appendix 1.
3. If your organisation is likely to enrol fewer students than the number specified in the attached Funding Confirmation, please complete the attached request form and return it to sectorhelpdesk@tec.govt.nz by 10 February 2016 so that these places can be allocated to other organisations and a new Funding Confirmation can be issued for the reduced number of places.

4. Similarly, if your organisation is wishing to enrol additional students above the number specified in the attached Funding Confirmation please complete the request form and return it to sectorhelpdesk@tec.govt.nz. A new Funding Confirmation will be issued to successful organisations.
5. Your organisation will only be considered for additional places if it has achieved over 20 credits per learner for 2014, has high levels of occupancy, and can provide evidence of higher demand for places. The ability to offer additional places is dependent on reductions in learner places by other organisations.
6. Finally, thank you for working with the TEC this year. We acknowledge the diverse and important work carried out by organisations such as yours in meeting the needs of learners, employers and society. We look forward to continuing to work with you during 2016 and beyond. If you wish to discuss any aspect of this letter or the enclosures, please contact our Sector Helpdesk on 0800 601 301 or email sectorhelpdesk@tec.govt.nz

Yours sincerely

[Name]

Deputy Chief Executive - Operations

Appendix 1: Organisation requesting an increase or a decrease in places

School: «Organisation__name»
«EDUMIS__number»

Edumis:

Gateway	2016
Number of places allocated	«Places»
Places requested	
Senior School roll	

If your school is requesting an increase or decrease in places, please return this form by **10 February 2016**.

Please return your completed forms to the TEC Sector Helpdesk by emailing a scanned copy to sectorhelpdesk@tec.govt.nz (with the subject line of: *2016 Gateway request for change*)

Rationale for requesting an increase NB Increases will not be considered for schools that achieved fewer than 20 credits

Name of School Principal:.....

Signed.....

Date.....



Funding Confirmation

for

«Organisation__name»

Key Particulars

Date from which funding approval has effect	1 January 2016
EDUMIS Number	«EDUMIS__number»
Funding Period	1 January 2016 to 31 December 2016
Fund and Funding Mechanism that this Funding Confirmation applies to	Gateway
Number of places	«Places»
Total funding, excluding GST	«Total_Amount»

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Funding Confirmation

Tertiary provider

«Organisation__name» (**Organisation**)

Introduction

- A. This Funding Confirmation sets out the Conditions that apply to your receipt of Funding in respect of the Funding Period.
- B. The Conditions set out in this Funding Confirmation are in addition to the Conditions that apply to your receipt of Funding, as set out in Part 13A of the Education Act.
- C. This Funding Confirmation also sets out other provisions that apply to your receipt of Funding.

1. Funding Period

This Funding Confirmation relates to the provision of Funding to you for the Funding Period.

2. Funding

2.1 Subject to:

- (a) your compliance with the Conditions; and
- (b) our rights to suspend or revoke funding as set out in the Education Act,

we will provide you with the Funding specified in Appendix 2.

2.2 In addition to our right to suspend or revoke some or all of the Funding, in order to ensure accountability for public money, we will:

- (a) monitor your enrolment data and, if you are tracking below funded volumes, we may implement a reduced payments schedule; and/or
- (b) recover funding for under-delivery of the programmes and activities described in the Minimum Performance Standards, in accordance with the funding Conditions and Funding Recovery Methodologies.

2.3 Amounts specified in Appendix 2 are in New Zealand dollars and exclude GST. We will pay you the Funding plus GST, if applicable.

- 2.4 Additional funding provisions that apply in respect of Funding provided to you generally are set out in Appendix 2.
- 2.5 A high level description of the purpose of the Funding provided to you as described in this Funding Confirmation is set out in Appendix 1.

3. Conditions

The Funding specified in this Funding Confirmation is payable by us subject to the Conditions specified in this paragraph 3. Conditions are imposed pursuant to section 159ZD(2) of the Education Act. Funding specified in this Funding Confirmation is also payable subject to the statutory Conditions specified in Part 13A of the Education Act.

3.1 Performance commitments and requirements and Minimum Performance Standards

You must:

- (a) deliver on the performance commitments and requirements; and
- (b) meet the Minimum Performance Standards,
each as specified in Appendix 5.

3.2 Supply of information

(a) You must notify us immediately if:

- (i) any record required to be kept under section 159ZE(1) of the Education Act has been lost or damaged; or
- (ii) you are no longer able to comply with a Condition of Funding.

(b) You must notify us immediately if:

- (i) your New Zealand Qualifications Authority (NZQA) registration or accreditation is cancelled (relevant if you are a private training establishment (PTE)); or
- (ii) an Insolvency Event (see definition below) occurs in relation to you;
or
- (iii) you have a Change of Control (see definition below); or
- (iv) you transfer (or agree to transfer) all or a material part of your assets to a third party; or
- (v) there is any change to the persons who make up your governing body; or

- (vi) you merge with or acquire any other entity or business;
- (vii) you have changed your name; or
- (viii) the location or locations at which you deliver a course or courses has changed,

Definition of Insolvency Event

"Insolvency Event" means, in relation to you, the occurrence of any of the following events:

- (A) you cease or threaten to cease to carry on all or any material part of your business or operations;
- (B) an application is made (which is not withdrawn, stayed or dismissed within 10 business days of being made) to a court for an order, or an order is made, or an effective resolution is passed to place you in liquidation or voluntary administration previously approved in writing by us;
- (C) you propose to enter into any general assignment, arrangement, compromise or composition with or for the benefit of any of your creditors with a view to avoiding insolvency except as previously approved in writing by us;
- (D) an encumbrancer takes possession, or a trustee, receiver, receiver and manager, administrator, liquidator, provisional liquidator, inspector under any companies or securities legislation, or similar official, is appointed in respect of you or the whole or any material part of your assets, or the board of directors request that a creditor or any other person appoint a receiver to you;
- (E) a distress, attachment or other execution is levied or enforced upon, or commenced against, any of your assets and is not discharged or stayed within 10 business days, except, in each case, when we are satisfied that you are contesting the same in good faith by appropriate proceedings;
- (F) you are declared or become insolvent, are unable to pay your debts when they fall due, or you are presumed unable to pay your debts in accordance with any applicable legislation;
- (G) you suspend or stop or threaten to suspend or stop payments generally or a moratorium is agreed or declared in respect of or affecting all or any material part of your indebtedness;
- (H) you seek or obtain protection from your creditors under any statute or any other law;

- (I) you are declared to be a corporation at risk under the Corporations (Investigation and Management) Act 1989;
- (J) a statutory or judicial manager is appointed over all or any of your assets;
- (K) any recommendation is made by the Financial Markets Authority to the Minister of the Crown who is responsible for administration of the Corporations (Investigation and Management) Act 1989 that you or any associated person of yours be placed in statutory management under that Act;
- (L) all of your directors resign, or signal their intention to resign; or
- (M) anything analogous or having a substantially similar effect to any of the events specified in paragraphs (A) to (L) above happens under the laws of any applicable jurisdiction in respect of the organisation.

"Change of Control" means, in relation to a person (the "first person"), when a person acquires Control of the first person or when a person who controls the first person ceases to do so; and

"Control" means, in relation to a person (the "first person"), the ability of another person (the "second person") to ensure that the activities and business of the first person are conducted in accordance with the wishes of the second person, whether through ownership of voting shares, contract or otherwise. Without limitation, the direct or indirect beneficial ownership of more than 50% of the voting rights in a body corporate is deemed to constitute Control.

3.3 Source, use and repayment of funding

(a) You must:

- (i) not (without our prior written consent) seek or obtain any funding from any Crown source other than the TEC to fund a programme or training scheme that is delivered using the Funding; and
- (ii) notify us immediately if you become aware of any circumstances that might result in a breach of subparagraph (i) of this Condition.

(b) If we consider on reasonable grounds that you have received funding that was greater than it should have been, or that you were not entitled to receive, then you must treat the amount of over-funding as a debt due to the Crown that, upon reasonable notice from us:

- (i) is repayable on demand to us; and
- (ii) may be off-set against all or any funding, or any sum payable by us to you.

3.4 You must only use Funding:

- (i) lawfully, responsibly, and for the purposes for which the Funding is provided; and
- (ii) in a manner consistent with the appropriate use of public funds.

3.5 Payment of under-funding

If you receive less Funding than you are entitled to, we will treat the amount of under-funding as a credit and pay you the amount of under-funding as soon as reasonably practicable.

3.6 Fund-specific Conditions

In addition to the Conditions set out above in this paragraph 3, you must also comply with the Fund-specific Conditions set out in Appendix 3.

3.7 TEO-specific Conditions

In addition to the Conditions set out above in this paragraph 3, you must also comply with the TEO-specific Conditions set out in Appendix 4.

3.8 Organisation to make information available to TEC and its appointed representative for the purpose of monitoring

By accepting Funding the Organisation is deemed to have acknowledged that one of the TEC's statutory functions is to monitor the performance of organisations receiving funding from the TEC, and that it is a statutory condition that the Organisation must maintain certain records and supply certain information to the TEC. Accordingly, by accepting Funding, the Organisation is deemed to have acknowledged that the TEC needs access to certain information to enable it to undertake its monitoring activities and, as such, the Organisation authorises the TEC (and any representative acting on behalf of the TEC) to have reasonable access to information needed by the TEC to undertake its review and monitoring function. This includes the Organisation authorising the TEC and the TEC's appointed representatives to have reasonable access to the Organisation's premises and any premises where the Organisation's records are kept for the purpose of enabling monitoring and review activities to be undertaken at those premises.

4. Variations

You must contact us if you wish to vary delivery from that specified in the Minimum Performance Standards.

5. Communication and relationship management

5.1 The TEC and the Organisation will maintain regular contact with the other for the purpose of:

- (a) us monitoring your performance against the Conditions and Minimum Performance Standards;
- (b) encouraging the on-going review and assessment of your effectiveness by us;

- (c) providing mutual constructive feedback that will enhance the effectiveness of your performance and the relationship between the TEC and you; and
- (d) identifying early any issues and opportunities for you to do things better.

5.2 If you expect that you will not meet the Conditions or Minimum Performance Standards, or comply with a Condition, you must advise our Investment Manager in writing as soon as possible.

5.3 You will appoint a relationship manager who will be the first point of contact for our relationship manager, the TEC Investment Manager. You may change your relationship manager at any time by giving written notice to us. Similarly, we may change our Investment Manager at any time by giving written notice to you. Your relationship manager and the TEC Investment Manager will maintain regular contact with each other during the Funding Period. The initial relationship managers are specified in Appendix 7.

6. Record-keeping and reporting

6.1 In addition to any specific record-keeping and reporting obligations as described in the Conditions and your Minimum Performance Standards, you must comply with your record-keeping and reporting obligations as set out in section 159ZE of the Education Act. That is, you must ensure that:

- (a) you keep records, in a form consistent with that required by us, for the period to which the funding relates, that fully and fairly show:
 - (i) the transactions, assets, liabilities, and funds of the Organisation that are or were affected by the funding; and
 - (ii) whether any conditions on which the funding approval was given have been complied with, and
- (b) the records are available for inspection by us at all reasonable times.

6.2 We have exempted you from the requirement to provide financial reports or other information described in section 159ZE(2) and (3) of the Education Act.

7 TEC monitoring activities

7.1 We will monitor your performance against your compliance with the Conditions and your delivery against the Minimum Performance Standards.

7.2 Your performance against the performance commitments as specified in Appendix 5, including the Minimum Performance Standards, will also be considered when making future funding decisions.

8 Suspension or revocation of Funding

We may suspend or revoke some or all of the Funding provided under this Funding Confirmation in accordance with section 159ZF of the Education Act, in which case sections 159ZG to 159ZH of the Education Act also apply.

9 Entire confirmation

This Funding Confirmation sets out the entire understanding between you and us in relation to the Funding to be provided by us to you for the Funding Period. This Funding Confirmation supersedes all prior verbal or written communication relating to the provision of Funding to be provided by us to you for the Funding Period (including all earlier communication in respect of the approval of Funding made by the Chief Executive of TEC or any other TEC official).

10 No guarantee of further funding

It is important to understand that funding approval does not mean that we:

- (a) approve any funding other than that specified in this Funding Confirmation; or
- (b) agree with every statement in your application; or
- (c) will fund you in the future.

11 Definitions and Interpretation

11.1 Definitions

In this Funding Confirmation, unless the context otherwise requires:

Conditions means the funding conditions set out in paragraph 3 and (as applicable) Appendix 3 of this Funding Confirmation, along with any statutory funding conditions set out in the Education Act;

Education Act means the Education Act 1989;

Fund means any fund established by the Minister pursuant to a Funding Mechanism;

Funding means any funding provided by TEC to the Organisation in accordance with this Funding Confirmation, the approved amounts for each Fund being set out in Appendix 2;

Funding Confirmation means this Funding Confirmation;

Funding Mechanism means a funding mechanism determined by the Minister pursuant to section 159L of the Education Act;

Funding Period means the funding period set out in the Key Particulars;

Funding Recovery Methodologies means the funding recovery methodologies in Appendix 2;

GST means tax charged under the Goods and Services Tax Act 1985;

Key Particulars means the 'Key Particulars' table on the first page of this Funding Confirmation;

Minimum Performance Standards means the minimum standards of performance that the Organisation must meet in respect of any relevant off-plan Fund, as set out in Appendix 5;

Organisation means the Organisation as set out on the first page of this Funding Confirmation and all references to "you" and "your" are to the Organisation;

TEC means the Tertiary Education Commission and all references to “we, “our” and “us” are to TEC; and

TEC Investment Manager means the person named as the contact in Appendix 7 or any person that we subsequently advise is the TEC Investment Manager.

11.2 Interpretation

Unless the context otherwise requires:

- (a) headings are not to be used for interpretation;
- (b) the Introduction forms part of this Funding Confirmation;
- (c) the singular includes the plural and vice versa;
- (d) a reference to documentation (including this Funding Confirmation) includes a reference to that document as varied, supplemented or substituted from time to time;
- (e) a reference to any legislation or policy includes a modification of that legislation or policy or, in the case of legislation, legislation enacted in substitution for that legislation and a regulation, order-in-council and other instrument from time to time issued or made under that legislation;
- (f) a reference to an Appendix is a reference to an appendix to this Funding Confirmation;
- (g) a reference to a paragraph is a reference to a paragraph in this Funding Confirmation; and
- (h) whenever the words ‘includes’ or ‘including’ are used in this Funding Confirmation, they are deemed to be followed by the words “without limitation”.

Appendix 1: Overview of purpose of Funding by Fund

Gateway Fund

The purpose of the Gateway Fund is to enable state, state integrated, or partnership school kura hourua New Zealand secondary schools to give eligible students opportunities to access quality structured workplace learning that is integrated with school-based learning.

Eligible students have their learning assessed in the workplace and can achieve credits, which may align to one or more vocational pathways, towards qualifications on the New Zealand Qualifications Framework (**NZQF**) or the National Certificate of Educational Achievement (**NCEA**).

Appendix 2: Funding

1. Funding

We will pay you «Total_Amount» (excluding GST) for eligible students enrolled in a Gateway programme during the Funding Period, up to the maximum number of places (individual eligible students) in accordance with the Payment Schedule in paragraph 2 of this Appendix below.

Gateway Fund	2016
Number of eligible student places funded by the Gateway Fund	«Places»
Total maximum Funding amount (excluding GST)	«Total_Amount»

2. Payment Schedule

The total maximum Funding amount will be paid in 12 equal monthly instalments at the start of each calendar month during the Funding Period.

3. Funding Recovery Methodologies

Funding is payable for the number of eligible students (places) enrolled in the Gateway programme up to the number of eligible student places specified in paragraph 1 of this Appendix 2 above. If you deliver less than 100 percent of the places for which you receive Funding during the Funding Period, we will recover the Funding for the places that you did not deliver in the Funding Period. Any recovery of over-funding will occur in accordance with the Condition in paragraph 3.3(b) of this Funding Confirmation. We will inform you in early 2017 if any recovery is required. If you deliver less than 100 percent of the places you are funded for in 2016, this may also inform future Gateway funding allocations.

Appendix 3: Fund-specific Conditions

The following Conditions apply to Funding that is received from the Gateway Fund:

1. Organisation eligibility

To receive Funding you must ensure that you meet and continue to meet the eligibility criteria for eligible organisations. An “eligible organisation” is an organisation which is:

- (a) a state, state integrated, or partnership school kura hourua New Zealand secondary school; and
- (b) is quality assured by the Education Review Office.

2. Programme eligibility

To receive Funding you must ensure that the Gateway programme of study or training in which an eligible student is enrolled meets and continues to meet the eligibility criteria for eligible programmes. An “eligible programme” is a programme which:

- (a) has credits that contribute to the award of a NCEA and/or a qualification on the NZQF; and
- (b) allows each eligible student to participate in structured workplace learning, including the assessment and recognition of that learning in the form of credits towards a NCEA and/or a qualification on the NZQF; and
- (c) integrates workplace learning with each eligible student’s wider course of study.

3. Student eligibility

To receive Funding you must ensure that each student who is enrolled in a Gateway programme of study or training meets and continues to meet the eligibility criteria for being an eligible student. An “eligible student” is a student who is:

- (a) a domestic student as defined in section 159 of the Education Act; and
- (b) enrolled at a state, state integrated, or partnership school kura hourua New Zealand secondary school; and
- (c) year 11 or above; and
- (d) capable of undertaking a structured work placement and achieving credits that contribute to the award of a NCEA and/or a qualification on the NZQF in the workplace.

4. Organisation responsibilities

You must:

- (a) not use Funding provided under this Funding Confirmation to fund:
 - (i) the cost of school space; nor
 - (ii) school office or administrative services other than services specifically for Gateway provision; and

- (b) not charge a tuition fee, or course or equipment costs to an eligible student in Gateway for his or her programme of study or training; and
- (c) ensure that each eligible student has the equipment necessary for his or her work placement, including tools, equipment, safety clothing and tuition material, at no cost to the student; and
- (d) comply with all administrative requirements specified by us, including the administrative requirements specified in the TEC Gateway Handbook; and
- (e) take all reasonable and practicable steps to ensure that each eligible student will be safe in his or her work placement; and
- (f) monitor the safety of each eligible student in his or her work placement; and
- (g) ensure that each employer is aware of its employer obligations and that the workplace is appropriate for structured workplace learning; and
- (h) ensure that each eligible student is aware of his or her obligations as an employee.

5. Access to and supply of information

- (a) You must provide us with access to your premises, employees, and information for the purposes of:
 - (i) inspecting the records that you must keep; and
 - (ii) auditing your compliance the Conditions and requirements in the Education Act.
- (b) You must supply to us information about each eligible student in accordance with the reporting requirements specified in the TEC Gateway Handbook available on our website.
- (c) You must ensure that each eligible student's credit achievement information is submitted to the New Zealand Qualifications Authority.

Appendix 4: TEO-specific Conditions

None.

Appendix 5: Performance commitments and requirements and Minimum Performance Standards

1. Performance commitments and requirements

You must deliver the following during the Funding Period from the Funding that you receive from the Gateway Fund:

- (a) Gateway programmes for «Places» places (individual eligible students);
- (b) the Gateway programmes you offer must closely align with one more of the following six vocational pathways:
 - (i) primary industries;
 - (ii) services industries;
 - (iii) social and community services;
 - (iv) manufacturing and technology;
 - (v) construction and infrastructure; and
 - (vi) creative industries.

2. Minimum Performance Standards

You must meet the following Minimum Performance Standards in relation to the Funding that you receive from the Gateway Fund:

Name of minimum performance standard	Description of what must be achieved to meet the minimum performance standard
Credit achievement of eligible students	Average level of achievement per eligible student of at least 20 credits on the NZQF or at least 20 NCEA credits, drawn from one of the six vocational pathways set out in paragraph 1 of Appendix 5.

Appendix 6: Contacts

Fund title	Gateway Fund	
Organisation name	«Organisation__name»	
EDUMIS number	«EDUMIS__number»	
Contact persons		
Organisation	Relationship Manager	«First_Name» «Surname»
	Address	«Address_1», «Address_2», «Address_3»«Address_4» 0«Post_code»
	Phone	«Phone»
	Facsimile	«Facsimile»
	Email	«Email»
TEC	Investment Manager	John Velvin
	Address	Level 10 44 The Terrace PO Box 27 048 WELLINGTON 6141
	Phone	0800 601 301
	Facsimile	04 462 5400
	Email	john.velvin@tec.govt.nz

Funding Confirmation Guide

Funding overview

TEC's funding functions

We are tasked with undertaking the following functions (among a longer list of functions) in relation to the allocation of funding to tertiary education organisations and other organisations such as yours:

- assessing proposed plans or applications and deciding whether they will receive funding approval by applying the relevant assessment criteria;
- determining the amount of funding payable to organisations by applying the appropriate funding mechanisms; and
- allocating funding to organisations that have plans or organisations such as yours that are exempt from the requirement to submit a plan and instead provide an application.

Minister's funding mechanisms

The Minister for Tertiary Education, Skills and Employment determines the design of funding mechanisms that we must use to fund tertiary education organisations and other organisations such as yours by making funding determinations pursuant to section 159L of the Education Act 1989.

TEC implementing funding mechanisms

It is our role to implement the Minister's funding mechanisms. In accordance with section 159ZD of the Education Act 1989, we are able to give off-funding approval subject to conditions, but only if the Minister has provided that:

- any or specified conditions may be imposed; or
- specified conditions must be imposed.

The statutory framework provides that if your organisation accepts the funding, it also accepts the funding conditions imposed by TEC. This means that your organisation is not required to confirm acceptance of the funding and funding conditions by signing and returning a copy of the Funding Confirmation.

Your funding confirmation package

Your funding confirmation package contains the following documents:

1. a **cover letter** confirming that we have approved your organisation receiving funding;
2. this **Funding Confirmation Guide** which provides an overview of how to read your Funding Confirmation and how this ties in with the Education Act 1989; and
3. your **Funding Confirmation** which sets out the following details:
 - **Key Particulars.** The Key Particulars table on the first page of the Funding Confirmation provides a snapshot of the details that your organisation needs to know about the funding we have approved your organisation receiving. This includes details of the funding period, the Funds that your organisation is receiving funding from and the amount of funding approved for your organisation.

- Funding Confirmation terms and conditions - The main body of the Funding Confirmation sets out funding Conditions and other provisions relating to your organisation's receipt of our funding. The funding Conditions set out in this part of the Funding Confirmation apply to your organisation's receipt of Funding from all Funds named in your Funding Confirmation. The Conditions are imposed pursuant to section 159YC(2) of the Education Act 1989.
- Appendix 1: Overview of purpose of Funding. This Appendix provides a brief overview of the purpose of the Fund that your organisation is to receive funding from. This description is intended to give your organisation a sense of what your organisation is required to achieve with such funding.
- Appendix 2: Funding. This Appendix provides a breakdown of funding that your organisation has been approved to receive. Additional funding provisions that apply either generally or in relation to funding received from a specific Fund are also set out in this Appendix.
- Appendix 3: Fund-specific Conditions. This Appendix sets out any funding Conditions that apply in relation to your organisation's receipt of funding from a particular Fund. The Conditions are imposed pursuant to section 159ZD(2) of the Education Act 1989.
- Appendix 4: TEO-specific Conditions. This Appendix sets out any funding Conditions that apply in relation to your organisation's receipt of funding that are particular to your type of organisation or to you. The Conditions are imposed pursuant to section 159ZD(2) of the Education Act 1989.
- Appendix 5: Performance commitments and requirements and Minimum Performance Standards. This Appendix includes any Minimum Performance Standards that your organisation must meet in relation to any funding you receive from an off-plan Fund. The Minimum Performance Standards that relate to each Fund are set out under the relevant heading for each Fund.
- Appendix 6: Contacts. This Appendix specifies the initial contact persons and their contact details.

Education Act 1989

In addition to the funding conditions set out in paragraph 3 and Appendix 3 of the Funding Confirmation, the Education Act 1989 also sets out a number of statutory conditions that apply to your organisation's receipt of funding. These conditions are set out in section 159YC(1) of the Education Act 1989. This condition relates to the supply of financial, statistical or other information to us or the Ministry of Education from time to time, as required by either of those organisations.

The Education Act 1989 also requires your organisation to comply with certain provisions that relate to accountability for funding. These provisions are set out in section 159YD of the Education Act 1989. This provision relates to record-keeping and reporting/provision of information.

Part 13A of the Education Act 1989 also provides statutory authority for us to take certain actions in respect of an organisation's receipt of funding, including suspending or revoking funding. Reference has been made to these provisions in the Funding Confirmation and the provisions as set out in the Education Act 1989 will be applied where applicable.

Accordingly, your Funding Confirmation should be read alongside your Organisation's statutory obligations and our statutory authority in respect of such funding.